

TFC Contract No. 18-099-000  
Terracon Consultants, Inc.  
Assignment No. 9  
Project No. 20-020-3409

**INDEFINITE DELIVERY INDEFINITE QUANTITY  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TEXAS FACILITIES COMMISSION  
AND  
TERRACON CONSULTANTS, INC.  
TFC CONTRACT NO. 18-099-000  
ASSIGNMENT NO. 9**

**THIS INDEFINITE DELIVERY INDEFINITE QUANTITY ASSIGNMENT NO. 9**

(hereinafter referred to as “Assignment No. 9” or “Assignment”) is entered into by and between the **Texas Facilities Commission**, located at 1711 San Jacinto Boulevard, Austin, Texas 78701 (hereinafter referred to as “TFC”) and **Terracon Consultants, Inc.**, located at 5307 Industrial Oaks Boulevard, Suite 160, Austin, Texas 78735 (hereinafter referred to as “PSP”) (TFC and PSP are hereinafter referred to individually as a “Party” or collectively as “Parties”), to be subject to the terms and conditions that follow.

**1.0. DESCRIPTION OF PROJECT:** The project for which PSP agrees to provide Professional Services is generally described as construction materials observation and testing for the Transit Stop located at 14<sup>th</sup> and Colorado Streets, Austin, Texas (hereinafter referred to as the “Project”), as further described in **Exhibit A**, PSP’s IDIQ Assignment No. 9 Proposal dated May 5, 2021, attached hereto and incorporated herein for all purposes.

**2.0. DURATION OF ASSIGNMENT:** The scope of services of this Assignment No. 9 shall be completed no later than December 31, 2021, unless terminated earlier as provided in Section 3.2 of the Agreement. The schedule is subject to adjustments for possible time extension; however, any extension of time must be approved by the TFC and shall require an amendment to Assignment No. 9.

**3.0. SPECIAL TERMS AND CONDITIONS OF ASSIGNMENT:** Terms and conditions shall be in accordance with the Agreement, any Special Conditions, and with this Assignment No. 9.

**4.0. SUB-CONTRACTORS TO BE UTILIZED FOR PROJECT:** PSP shall perform the services under this Assignment No. 9 with its own forces unless otherwise specified. If the scope of services is less than \$100,000.00, a HUB Subcontracting Plan (HSP) is not required. If the scope of services will exceed \$100,000.00, PSP shall submit an HSP for approval pursuant to Section 11.2 of the Agreement.

**5.0. FEE FOR BASIC SERVICES:** Fee for the services set forth in this Assignment No. 9 shall not exceed the sum of One Thousand Three Hundred Seventy-Five and No/100 Dollars (\$1,375.00). No more frequently than once per month, PSP shall submit a Pay Application to TFC for services performed and reasonable and necessary costs and expenses incurred through

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the last day of the previous month. Any reimbursable expenses, if allowed, shall be in accordance with Section 4.6 of the Agreement.

**6.0. IDENTIFICATION OF PSP PROJECT MANAGER AND ALL**

**SUBCONTRACTOR:** (a) For this Assignment No. 9, PSP shall identify the Project Manager, PSP's employees and all subcontractors assigned to this project on the List of Project Manager and Subcontractors (hereinafter referred to as the "List"), attached hereto and incorporated herein for all purposes as **Exhibit B**.

(b) TFC reserves the right to approve the appointment of the PSP Project Manager and to demand that the Project Manager, and any of PSP's employees or subcontractors, be removed and replaced if, in the sole opinion of TFC, their performance on this project or any other projects, is and/or was inadequate or their continued involvement with the Project is, will, or has become detrimental to the timely and successful completion of the project.

(c) The Project Manager and Subcontractors identified in the List shall not be replaced by PSP, nor shall any other subcontractors be engaged by PSP, unless prior written consent is obtained from TFC, which consent shall not be unreasonably withheld, conditioned, or delayed.

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**7.0 ENTIRE AGREEMENT AND MODIFICATION:** The Agreement and this Assignment and their integrated attachment(s) constitute the entire agreement of the Parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Assignment specifically displays a mutual intent to amend a particular part of this Assignment, general conflicts in language between any such attachment and this Assignment shall be construed consistently with the terms of this Assignment. Unless otherwise expressly authorized by the terms of this Assignment, no modification, renewal, extension, or amendment to this Assignment shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

This Assignment shall be effective as of the date of the last Party to sign.

**TEXAS FACILITIES COMMISSION      TERRACON CONSULTANTS, INC.**

By: DocuSigned by: Mike Novak, Executive Director, Texas Facilities Commission      By: DocuSigned by: James Bierschwale, Vice President, Terracon

Mike Novak

James Bierschwale, P.E.

Executive Director

Vice President

Date of execution: 06/11/2021 | 3:48 PM CDT      Date of execution: 06/11/2021 | 3:31 PM CDT

PM/JF DS JF  
Dir/MW DS MW  
DED/JSR DS JR  
DGC/SEH DS SEH/DG



May 5, 2021

Mr. Jay Franklin, PMP, CTCM  
Texas Facilities Commission  
1711 San Jacinto Blvd.  
Austin, Texas 78701

Telephone: 512.463.1896  
Email: [jay.franklin@tfc.texas.gov](mailto:jay.franklin@tfc.texas.gov)

Re: Construction Materials Observation and Testing Services  
TFC Para-Transit Stop Concrete Testing  
14<sup>th</sup> Street and Colorado Street  
Austin, Texas 78701  
Terracon Consultants Inc. Proposal No. P96211111

Dear Mr. Franklin,

Thank you for selecting Terracon Consultants Inc. to provide construction materials observation and testing services for the TFC Para-Transit Stop Concrete Testing project. This proposal outlines our understanding of the scope of services to be provided by Terracon and includes unit fees for services we anticipate will be required for this project.

## **A. PROJECT INFORMATION**

Our understanding of this project is based on our review of the civil plans prepared by Doucet & Associates (dated 09/14/2020), construction scheduling information provided by Kevin Rainey with Alpha Building Corporation, and our experience with similar construction projects.

We understand the project is to include construction of concrete flatwork at the Loading Area of the Para-Transit Stop at the existing Para-Transit Stop.

## **B. SCOPE OF SERVICE**

We anticipate providing the requested construction materials observation and testing services for this project on an "as requested" basis during construction. We will rely on the general contractor or his representative to notify us at least one business day in advance when the requested services are needed. Our proposed scope includes the following field services:

- Concrete Observation/Testing

These services are described in greater detail in Exhibit B "Proposed Scope of Services for Construction Materials Observation and Testing". Our proposed scope of services and cost estimate are included in Exhibit C.



Terracon Consultants, Inc. 5307 Industrial Oaks Blvd, Ste. 160 Austin, Texas 78735  
P [512] 442-1122 F [512] 442-1181 [terracon.com](http://terracon.com)



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**Terracon**

*This proposal may not include and/or varies from some of the observation/testing requirements noted in the project specifications. Our proposed scope of services should be reviewed by the design professionals prior to the start of construction. If the design professionals determine that the proposed testing and observation scope is inadequate, we would be happy to work with you in developing a scope and cost estimate to address the requested increase in scope.*

### C. COMPENSATION

Our scope of services will be determined by your authorization for specific services as requested by your project superintendent or other representative. Charges for our services will be based on the quantities of services provided and the unit rates shown on the attached "Exhibit C." Additional services that may be requested (but are not included in the attached cost estimate) can be provided at the unit fees shown in the attached "Schedule of Services and Fees". The actual cost of our services will be determined by the construction schedule and the quantity of services provided. Based on our review of the construction plans, our experience with similar construction projects, and information provided by the contractor, our fee estimate to provide the proposed scope of services is \$1,375. We recommend that a budget of \$2,000 be established for these services.

*The construction schedule and sequencing will have a major impact on the testing/observation cost. We would be glad to visit with you at the appropriate time and revise the estimated cost presented in this proposal as necessary to meet the project needs.*

### D. AUTHORIZATION

If this proposal is accepted, we understand that the Texas Facilities Commission will prepare a contract to be executed by Terracon and the Texas Facilities Commission.

We appreciate the opportunity to provide this proposal and look forward to working with you and the rest of the project team.

Sincerely,

**Terracon Consultants Inc.**

(Firm Registration: TX F3272)



Alexander D. Hardin, P.E.  
Project Manager, Construction Services



Christopher P. Schram, P.E.  
Department Manager, Construction Services

Attachments  
ADH/CPS

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**EXHIBIT B**  
**PROPOSED SCOPE OF SERVICES FOR**  
**CONSTRUCTION MATERIALS OBSERVATION AND TESTING**  
**TFC PARA-TRANSIT STOP CONCRETE TESTING**  
**TERRACON PROPOSAL NO. P96211111**

The proposed scope of services provided by Terracon is described below. The purpose of these services is to observe requested components of the construction and conduct specific tests as requested by the Client to determine whether or not the materials and construction comply with the project requirements. These services are designed to provide a level of quality assurance (QA) for the client based upon the requested frequency and are not intended to replace quality control tests and procedures required by the contractors and their suppliers.

Terracon requires a complete set of construction plans and specifications approved for construction and any addenda or revisions approved during the construction process that would affect the construction related to the requested QA services. The Terracon scope of services may not meet all of the project requirements for construction observation and testing if the client retains Terracon to provide a lesser extent of services. The contractor has the responsibility to be familiar with the project requirements and to contact Terracon a minimum of 24 hours (one business day) prior to the time our services will be required. Terracon is not responsible for providing specified services if the client does not authorize Terracon to provide the services or if the contractor does not provide adequate notification for our scheduling purposes.

Terracon will provide construction observations and testing services requested by the client as described in our "Scope of Services" in general accordance with the normal standard of care. Our scope of services does not include any design, design review, construction safety, trench safety, construction supervision, or construction management services. Terracon personnel do not have the responsibility or authority to stop the contractor's work, or to accept or reject any construction materials or workmanship, even if they do not comply with the project requirements.

**Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees; but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

**EXHIBIT B**  
**PROPOSED SCOPE OF SERVICES FOR**  
**CONSTRUCTION MATERIALS OBSERVATION AND TESTING**  
**TFC PARA-TRANSIT STOP CONCRETE TESTING**  
**TERRACON PROPOSAL NO. P96211111**

1. **Concrete** – The Terracon scope of services includes sampling concrete, and conducting slump and concrete compressive strength tests. Terracon personnel do not have the authority to accept or reject concrete even if it does not comply with the project specifications. The contractor has the responsibility to reject concrete that does not comply with the specifications or is unsuitable for use. Terracon will typically make 4-inch diameter, 8-inch high cylinders for compressive strength testing whenever the aggregate size allows. When larger aggregate is used in the concrete or when the client requires 6-inch diameter, 12-inch high cylinders, a surcharge will be applied for each cylinder made and tested. We will rely on the contractor or his concrete supplier to provide adequate facilities for initial (and field) curing of test cylinders as required by ASTM C 31 test procedures.

The Terracon scope of services does not include the following: continuous observation of concrete placement for proper application techniques, periodic observation of the maintenance of specified curing temperatures and/or techniques for constructed structures, review of the erection procedures and temporary bracing for precast concrete members or verification of in-situ concrete strength prior to stressing of tendons in post-tensioned concrete and prior to removal of shores and forms from beams and structural slabs.

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**EXHIBIT C**  
**COST ESTIMATE FOR**  
**CONSTRUCTION MATERIALS TESTING SERVICES**  
**TFC PARA-TRANSIT STOP CONCRETE TESTING**  
**Terracon Proposal No. P96211111**

Concrete Observation/Testing				
Service	Quantity	Unit	Unit Rate	Estimate
Engineering Technician, Regular Hours	8	Hour	\$ 60.00	\$ 480.00
Engineering Technician, Overtime Hours	0	Hour	\$ 90.00	\$ -
Concrete Cylinders, (ASTM C31 & C39) <sup>1</sup>	10	Each	\$ 16.00	\$ 160.00
Vehicle Trip Charge	2	Per Trip	\$ 40.00	\$ 80.00
Vehicle Trip Charge (Cylinder Pick-Up)	2	Per Trip	\$ 40.00	\$ 80.00
Cylinder Pick-Up	4	Hour	\$ 50.00	\$ 200.00
<b>Subtotal, Concrete</b>				<b>\$ 1,000.00</b>

This estimate is based on 2 trips for concrete observation and testing. This estimate also includes 2 trips to the project site to pick up concrete test cylinders cast the previous day. This estimate is based on scheduling information provided by the general contractor (Kevin Rainey of Alpha Building Corporation).

**NOTES:**

1. This estimate is based on casting one set of five 4"x8" cylinders for compressive strength testing per 100 cubic yards placed each day, or fraction thereof.

<b>V. Project Management</b>	3	Hour	\$ 125.00	<b>\$ 375.00</b>
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<b>ESTIMATE TOTAL</b>				<b>\$ 1,375.00</b>
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CONSTRUCTION MATERIALS ENGINEERING  
2021**Personnel

Principal, Officer, per hour .....	\$150.00
Senior Engineer, per hour .....	\$130.00
Project Engineer, per hour .....	\$125.00
Project Manager, per hour .....	\$125.00

Transportation

Vehicle, per trip (within 25 miles of Terracon office) .....	\$40.00
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Field Services

Engineering Technician, per hour .....	\$60.00
Engineering Technician, overtime rate, per hour .....	\$90.00

Concrete Testing

Cylinder compression test (ASTM C 31 & C 39), 4"x8", each .....	\$16.00
Cylinder compression test (ASTM C 31 & C 39), 6"x12", each .....	\$20.00
Beam flexural test (ASTM C 293 or C 78), each .....	\$50.00

Masonry Testing

Compressive strength CMU block (ASTM C 140), each .....	\$100.00
CMU block absorption only (ASTM C 140), each .....	\$75.00
CMU Block prism compressive strength (ASTM C 1314), each .....	\$250.00
Compressive strength of grout prism (ASTM C 1019), each .....	\$35.00
Compressive strength of mortar cube (ASTM C 780 & C 109), each .....	\$18.00

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Page 7**SCHEDULE OF SERVICES AND FEES  
CONSTRUCTION MATERIALS ENGINEERING  
2021**Soils Laboratory Tests

Atterberg limits (ASTM D 4318), each .....	\$60.00
Sieve analysis (ATM C 136), each .....	\$75.00
Sieve analysis percent finer than #200 (ASTM C 117), each .....	\$50.00
Combined sieve analysis (ASTM C 136 and C 117) .....	\$100.00

Compaction

## Optimum moisture / maximum dry density relations (proctors)

ASTM D698, each .....	\$180.00
ASTM D1557, each .....	\$190.00
Additional charge for Coarse Aggregate Correction (ASTM D4718) .....	\$25.00
TXDOT TEX 113E OR 114E, each .....	\$230.00
Permeability (ASTM D 5084), each .....	\$350.00
Chloride & Sulfate (Tex 620-J), each .....	\$100.00

Soils Field Services

Field gradation of lime treated soil, each .....	\$45.00
Depth check of lime treated soil, each .....	\$25.00
Soil pH value (TEX 128E) each .....	\$25.00

Asphaltic Concrete Services

Molding specimens (TEX 206F), set of 3 .....	\$75.00
Bulk specific gravity of lab molded specimens, set of 3 .....	\$50.00
Bulk specific gravity of core specimen (TEX 207F), each .....	\$50.00
Maximum theoretical density (ASTM D 2041 or TEX 227F), each .....	\$75.00
Hveem stability (ASTM D 1560 or TEX 208F), set of 3 .....	\$100.00
Extraction and Sieve Analysis (ASTM D 2172 or TEX 210F), each .....	\$200.00
Asphalt coring, each .....	\$95.00
Asphalt core thickness & density, each .....	\$50.00

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**SCHEDULE OF SERVICES AND FEES  
CONSTRUCTION MATERIALS ENGINEERING  
2021**

Structural Steel

Certified Welding Inspector, per hour .....	\$100.00
Certified Welding Inspector, overtime rate, per hour .....	\$150.00
Ultrasonic Testing by CWI, per hour .....	\$120.00

Remarks

A four-hour minimum charge is applicable to all trips made for the performance of structural steel testing/inspection services, a minimum charge of two hours will be assessed for trips to the project site for sample or cylinder pick up only and a three-hour minimum charge is applicable to all trips made for the performance of other testing, inspection, cancellations or consulting services.

All labor, equipment, and transportation charges are billed on a portal to portal basis from our office.

Overtime rates of 1.5 times the quoted hourly rate will be applicable for all time worked in excess of eight (8) hours per day, all time worked outside of daylight hours of 6:00 AM to 6:00 PM Monday through Friday, and all time worked on weekends and holidays.

**TFC Contract No. 18-099-000**  
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**Exhibit B**  
**LIST OF PSP PROJECT MANAGER**  
**AND**  
**SUBCONTRACTORS**

**(Name, Company Name, Address & Contact Person (Project Manager))**

A. PSP Project Manager:		Alex Hardin_____ (Name) Terracon_____ (Company) 5307 Industrial Oaks Blvd., Ste 160 Austin, TX. 78735_____ (Address) 512-891-2657_____ (Cell #) Alex.hardin@terracon.com_____ (Email)
B. Subcontractors:		
	1.	NA
	2.	
	3.	